

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES

ARVINMERITOR, INC.

and

Case No. 8-CA-33322-1

INTERNATIONAL UNION, UNITED AUTOMOBILE
AEROSPACE & AGRICULTURAL IMPLEMENT WORKERS
OF AMERICA, LOCAL NO. 1037

Iva Y. Choe, Esq., for the General Counsel.

Charles C. Warner, Esq., of Columbus, OH, for the Respondent.

Decision

Statement of the Case

David L. Evans, Administrative Law Judge. This case under the National Labor Relations Act (the Act) was tried before me in Newark, Ohio, on May 29, 2003. On April 25, 2002,¹ International Union, United Automobile Aerospace & Agricultural Implement Workers of America, Local No. 1037 (the Union), filed the charge in case 8-CA-33322-1 under Section 10(b) of the Act alleging that Arvinmeritor, Inc. (the Respondent), has engaged in unfair labor practices as set forth in the Act. Upon an investigation of that charge, the General Counsel issued a complaint alleging that the Respondent had violated Section 8(a)(5) and (1) of the Act by repudiating a collective-bargaining agreement existing between itself and the Union and further alleging that the Respondent had violated Section 8(a)(1) of the Act by threatening employees with unspecified reprisals if they attempted to invoke the said agreement. The Respondent duly filed an answer admitting that this matter is properly before the National Labor Relations Board (the Board) but denying the commission of any unfair labor practices.

Upon the testimony and exhibits entered at trial,² and after consideration of the briefs that have been filed, I make the following findings of fact³ and conclusions of law.

I. Jurisdiction and Labor Organization Status

As it admits, at all material times the Respondent, a corporation, has been engaged in the business of manufacturing automotive parts at Newark, Ohio. Annually, in the course and conduct of that business operation, the Respondent purchases and receives goods valued in excess of \$50,000 directly from suppliers located at points located outside the Ohio. Therefore, at all material times the Respondent has been an employer that is engaged in commerce within the meaning of Section 2(2), (6), and (7) of the Act. As the Respondent further admits, at all material times the Union has been a labor organization within the meaning of Section 2(5) of the Act.

¹ Unless otherwise indicated, all dates subsequently mentioned are in 2002.

² Certain passages of the transcript have been electronically reproduced; some corrections to punctuation have been entered. Where I quote a witness who re-starts an answer, and that re-starting is meaningless, I sometimes eliminate without ellipses words that have become extraneous; e.g., "Doe said, I mean, he asked ..." becomes "Doe asked ...".

³ There are no factual disputes in this case. (The testimony about an alleged threat was not denied by the supervisor involved.)

II. The Alleged Unfair Labor Practices

Background

5 In 1953, International Union, United Automobile Aerospace & Agricultural Implement Workers of America (the International) was certified by the Board as the collective-bargaining representative of the production and maintenance employees of the Respondent's predecessor, Rockwell International. Since that year, the Respondent (or its predecessor) and the International have been parties to successive collective-bargaining agreements, the last of which has been (and continues to be, as of the date of this
10 decision) effective by its terms from July 19, 2000, to September 30, 2003 (the National Agreement). Article 5, "Representation," Section N-9, of the National Agreement provides:

There shall be established in each plant a Shop Bargaining Committee of not more than six (6) members, one of who shall be designated as Chairman

15 Immediately thereafter, Section N-9a provides:

The matter of representation at each local plant in addition to the Shop Bargaining Committee referred to above shall be set forth in a Supplemental Agreement between the local Management
20 and Local Union of each plant. ...

Section N-37 of the National Agreement provides:

25 In the event a dispute shall arise between the parties as to whether the National Agreement or Local Supplementary Agreement thereto is applicable or covering in any given situation, the National Agreement shall be prevailing and controlling.

Article 6 of the National Agreement, "Grievance Procedure and Arbitration," provides a 4-step grievance procedure and binding arbitration.

30 Also since 1953, the Respondent (or its predecessor), the Union and the International have been parties to successive local agreements (each called a "Supplementary Agreement"), the last of which has been (and continues to be, as of the date of this decision) effective by its terms also from July 19, 2000, until September 30, 2003. Article 3, "Representation," Section S-5, of the 2000 Supplementary
35 Agreement provides:

The employees covered by this Supplementary Agreement shall be represented by a Union Bargaining Committee of not more than five (5) members, one of whom shall be designated as chairman, all of whom shall be employees of the Plant and may be selected in any manner
40 determined by the Union.

Since at least 1958, portions of the supplementary agreements have specifically applied to the Respondent's employees who work in its tool-and-dye and maintenance departments. The employees of these 2 departments have been referred to in the supplementary agreements as the Respondent's "skilled
45 trades employees." Under the supplementary agreements, the skilled trades employees have been represented for certain matters by a "Skilled Trades Committee." Section 22 of the 2000 Supplementary Agreement provides:

50 The Company and Skilled Trades Committee shall meet twice each month for the purpose of settling grievances. Such meetings will be held on the second and fourth Thursdays of each month.

These provisions have appeared, unchanged, in the successive contracts for a great number of years.

From at least 1974 until the events of this case, the practice had been for the Skilled Trades

Committee to represent employees when their grievances reach the third step of the 4-step grievance procedure. Before the third step, the Shop Bargaining Committee processed the grievances of the skilled trades employees, as well as the grievances of all other employees. The Shop Bargaining Committee, plus the International's regional and national appointees, represented (and do represent) all employees, including the skilled trades employees, at the 4th step (which was, and is, a joint "Plant Review Board"). The 2000 Supplementary Agreement provides that all grievances that are being processed by the Shop Bargaining Committee are heard on the first and third Thursdays of each month.

The Respondent also operates a manufacturing facility in Oshkosh, Wisconsin. The International, the Respondent and the Oshkosh local union have also historically negotiated local agreements covering that facility. At Oshkosh, however, the Respondent has never agreed to deal with any form of a skilled trades committee in addition to the local Shop Bargaining Committee. During the 2000 combined national and local negotiations, the International and the Oshkosh local proposed creation of a skilled trades committee for Oshkosh, but the Respondent rejected that proposal. In fact, the Respondent counter-proposed that the Skilled Trades Committee be abolished in Newark. The International and the Union did not agree. Therefore, no changes in the historic bargaining structures at either Oshkosh or Newark were agreed upon during the 2000 negotiations.

After the 2000 negotiations were completed, and after the Union had voted to ratify both the local and national agreements, the Union also went through the motions of conducting a separate "ratification" vote among the skilled trades employees on the terms of the local agreement that applied only to them. The skilled trades employees voted negatively, but the Respondent ignored that vote as meaningless because the skilled trades employees did not constitute a separate bargaining unit. Thereafter, without objection by the Union or the International, the Respondent implemented the 2000 national and local agreements as they had been ratified by the Union as a whole.

The instant case

The General Counsel's evidence

By letter to Union president Gary Brehm dated August 31, 2001, Joe Mainor, the Respondent's director of human resources for the United States, Canada and Europe, notified the Union:

Over the years, the Company has permitted the UAW Local 1037 to negotiate local issues with two separate Bargaining Committees. These two Committees have consisted of a Production Committee with three (3) members plus the UAW 1037 President and Secretary as well as a Skilled Trades Committee consisting of three (3) members plus the UAW 1037 President and Secretary.

Using this process has presented its challenges but especially so during the 2000 UAW contract negotiations when it caused both sides difficulties in scheduling and continuing negotiation sessions. It also contributed to ratification issues for the parties after our negotiation process concluded.

As a result, the Company will be eliminating [the] past practice and reverting to our UAW Local 1037 contract language to negotiate with one Committee. As referenced under S-5, it states, in part, that "... employees covered by this Supplementary Agreement shall be represented by a Union Bargaining Committee of not more than five (5) members...."

The Company is notifying you now of our reverting to S-5 language so the UAW will have plenty of time to make appropriate arrangements prior to our next negotiations as well as to help ensure a timely transition on other Bargaining Committee interactions.

Mainor sent an essentially identical letter to Terry Bolte, representative of the International, on September 7, 2001. By letters dated September 5 and September 20, 1991, respectively, Brehm and Bolte replied that Mainor was misinterpreting the contracts between the parties and ignoring provisions that specifically referred to the Skilled Trades Committee.

The Respondent's position as expressed in Mainor's 2001 letter did not affect the processing of

grievances until April 11, 2002. On that date, which was the second Thursday of the month, the Skilled Trades Committee attempted to meet with James Schreiber, the Respondent's labor relations specialist, for a regularly scheduled third step meeting. Schreiber met the group by stating that "this is not the committee that I met with before," referring to the Shop Bargaining Committee with which he had met on the first Thursday of the month. Schreiber refused to meet with the Skilled Trades Committee on April 11, and the Respondent has since refused to meet with the Skilled Trades Committee for any purpose, although there are many third step grievances of skilled trades employees that are pending.

On April 16, the Skilled Trades Committee attempted to meet with Paul Combs, the Respondent's maintenance area manager who is an admitted supervisor within Section 2(11). According to employee Ronald Barber, Combs told the members of the Skilled Trades Committee that they no longer represented any employees and that if they made any further attempts to meet with the Respondent he would take "appropriate action." Combs did not deny this testimony; Combs testified only that he could not remember making the "appropriate action" statement to the committee.

Based on this evidence, the complaint alleges that the Respondent violated Section 8(a)(1) because Combs threatened members of the Skilled Trades Committee with unspecified reprisals if they attempted to represent skilled trades employees, and the complaint further alleges that the Respondent violated Section 8(a)(5) because it unilaterally repudiated the 2000 Supplementary Agreement as it applies to the skilled trades employees.

The Respondent's defense

The Respondent called Fred Paul who was employed by the Respondent from 1966 until he retired as plant manager on February 28, 2002. Paul described various economic inefficiencies that were entailed in the Respondent's recognizing the Skilled Trades Committee in addition to the Shop Bargaining Committee,⁴ but on cross-examination he agreed that the Respondent had recognized and dealt with the Skilled Trades Committee for third step grievance proceedings from at least 1974 until the date of his retirement.

Schreiber testified that since 2001 the skilled trades employees have filed many grievances claiming jurisdiction of work that had been performed by other employees at the Newark facility. Schreiber testified that he has, since April 11, offered to entertain grievances that have been filed by skilled trades employees, and even offered to move them directly to the fourth step from the second, but only if those grievances are processed by the Shop Bargaining Committee. Schreiber testified that the Shop Bargaining Committee has refused his offers on the grounds that the grievances "belong to [the Skilled Trades Committee] and it wasn't theirs to hear." The Shop Bargaining Committee did once serve notice that it would take a skilled trades grievance directly to the fourth step, but it thereafter withdrew that notice. That one grievance complained about the Respondent's refusal to recognize the Skilled Trades Committee on and after April 11. The Respondent's reply to the grievance was:

The Union had been notified on several previous occasions the Company only recognizes one committee. The group of people on 4-11-02 were not the same as the committee which the Company met with on 4-4-02. Mr. Schreiber did not refuse to hear the grievances but was waiting to have a meeting with the committee which [he] had met on 4-4-02.

Schreiber testified that the prior notifications to which the Respondent referred in this answer were Mainor's letter of August 31, 2001, and a similar oral statement that Schreiber had made to the Union in December 2001.

On cross-examination, Schreiber was asked and he testified:

⁴ The transcript, p. 139, L. 15, is corrected to change "causing" to "costing."

Q. It is true, is it not, that you have refused to meet with the Skilled Trades Committee?

A. Yes ma'am.

Q. It is also true that you did not bargain over this change with the Union. Is that right?

A. The Union was notified by a letter, yes.

Q. Did you bargain with the Union?

A. No. I saw no reason to bargain with the Union over that.

Mainor testified to certain difficulties that had ensued when the Union conducted a separate "ratification" vote among the skilled trades employees after the 2000 negotiations. Mainor further testified that the Respondent notified the Union and the International in 2001 that it would cease dealing separately with the Skilled Trades Committee because

... the Company was concerned that there was an enormous amount of internal turmoil that was going on within the Union and that the Skilled Trades Committee was just kind of in chaos.

Mainor further testified that the Skilled Trades Committee had lately become more difficult to deal with than it had been in the past and that: "This is a completely different environment now than what has happened in years past with Skilled Trades." Mainor further testified that the difficulties in dealing with the Skilled Trades Committee had injured the Respondent's competitive position in the marketplace because "you have to move at the speed of light in making decisions or your competition is just going to overtake you." Mainor concluded:

The thing about the stuff from the Skilled Trades that was very concerning, is it's almost like the processes, and thought processes, were frozen in time. That they never evolved into the ongoing, improved technology [and the] need to speed up with business and improvement, to be flexible as you would go along.

And it was to the point where the business conditions simply would not allow us to keep going down that road. So we felt that we needed to go ahead and take action. Give the Union notice on that, and communicate to them, which took place in August [2001].

Mainor, as well as Schreiber, testified that, after the Respondent notified the Union that it would no longer meet with the Skilled Trades Committee, it offered to move all skilled trades employees' grievances directly from the second to the fourth step. When he did so, I was constrained to ask:

JUDGE EVANS: Would the Skilled Trades Committee be participating in that fourth step?

THE WITNESS: The normal participants for the PRB [Plant Review Board; i.e., the fourth step] would not include the Skilled Trades Committee.⁵

JUDGE EVANS: Next question.

At a later point, Mainor added that, under the Respondent's offer to send skilled trades employees' grievances directly to the fourth step, members of the Skilled Trades Committee would still be permitted to assist other Union representatives "as experts." Mainor acknowledged that the Respondent had historically recognized the Skilled Trades Committee for various purposes, and he acknowledged that the Skilled Trades Committee is specifically mentioned several times in the Supplementary Agreement, but he testified:

It is true that various sections that had been mentioned here today, do in fact reference the Skilled Trades Committee. The problem on that is, the Company's interpretation of that language is that [that] is simply a documentation point, documenting the past practice that we have with Skilled Trades, and that that language works in conjunction with S-5 [of the Supplementary Agreement]

⁵ The transcript is corrected where, at various points, it states "PRV" rather than "PRB."

and [N]-9 [of the National Agreement]; hence, the differences over the interpretation of contractual language.

Upon presentation of this testimony, the Respondent rested.

Analysis and Conclusions

In essence, the Respondent imposed unilaterally in April 2002 what it had failed to secure during the 2000 negotiations, a bargaining structure that did not include the Skilled Trades Committee.

The duty "to bargain collectively" that is enjoined by Section 8(a)(5) is defined by Section 8(d) of the Act as the duty to "meet ... and confer in good faith with respect to wages, hours, and other terms and conditions of employment." Unilateral action is the antithesis of Section 8(d) responsibilities. As clearly stated by the Supreme Court, in *NLRB v. Beene Katz, et al.*, 369 U.S. 736 at 747 (1962), a case in which the employer unilaterally changed past practices regarding sick leave and wages during contract negotiations:

Unilateral action by an employer without prior discussion with the union does amount to a refusal to negotiate about the affected conditions of employment under negotiation, and must of necessity obstruct bargaining, contrary to the congressional policy. It will often disclose an unwillingness to agree with the union. It will rarely be justified by any reason of substance. It follows that the Board may hold such unilateral action to be an unfair labor practice in violation of §8(a)(5), without also finding the employer guilty of over-all subjective bad faith.

It is axiomatic that union representation is a term or condition of employment under Section 8(d), and Schreiber admitted that the Respondent did not bargain with the Union before April 11 when it took its unilateral action of repudiating its past practices, as well as repudiating its commitments under Section S-22 to meet with the Skilled Trades Committee (specifically, on the second and fourth Thursdays of each month) for the purpose of processing grievances. When the Respondent took this unilateral action, unlike the case in *Katz*, negotiations were not even in progress because the relevant contractual agreements had not (and still have not) expired. Therefore, if anything, the Respondent is in a poorer legal position than the employer in *Katz*.

Moreover, unilateral elimination of a past practice is an equally clear violation of the Act, even if the practice has not been embodied in a term of a collective-bargaining agreement such as Section S-22 of the Supplementary Agreement. The Board so held as recently as May 16, 2003, in *Verizon of New York, Inc.*, 339 NLRB No. 6 (elimination of a historic past practice of allowing employees time off to donate blood, although not mentioned in the parties' existing contract, violated Section 8(a)(5)). Therefore, under *Katz* and many other cases,⁶ neither the "chaos" in the Union that Mainor perceived nor the business inefficiencies that Mainor and Schreiber described gave the Respondent the right unilaterally to extinguish the past practice of meeting with the Skilled Trades Committee for the purposes of processing grievances at the third step of the procedure.⁷

On brief, the Respondent contends that Section N-9 of the National Agreement "authorizes only one [grievance] committee." The Respondent further contends that 2 committees cannot contractually exist because Section N-37 of the National Agreement provides that in cases of conflict the National

⁶ See, for example, the many cases cited by the Board in *Verizon of New York*, supra.

⁷ After the contract between the parties expires, the Respondent's arguments about economic efficiency will be appropriate to support bargaining demands that the long-standing arrangements between the parties be modified, but the premises of those arguments are not lawful considerations under Section 8(a)(5); specifically, they are not a defense for violating that section of the Act. *Oak Cliff-Golman Baking Co.*, 207 NLRB 1063 (1973), enf'd. 505 F.2d 1302 (5th Cir. 1974), cert. denied 423 U.S. 826 (1975) (dire economic constraints did not excuse unilateral reduction of contractually required benefits).

Agreement is controlling over the Supplementary Agreement. The Respondent contends that Section N-37 therefore voids and makes inoperable any local agreements or past practices that would otherwise require the Respondent to meet with any grievance committee other than the Shop Bargaining Committee.

Assuming that there is a conflict between the national and local agreements, the past practice of meeting with the Skilled Trades Committee has existed for over 45 years, and the Respondent cites no Board or court authority that would permit it to unilaterally abrogate such a practice during a contract's term.⁸ Moreover, there is no such conflict. Section N-9 of the National Agreement, where it requires establishment of "a" Shop Bargaining Committee at each plant does not prohibit the creation of *additional* grievance committees at those plants. And Section N-9a of the National Agreement specifically provides:

The matter of representation at each local plant *in addition to* the Shop Bargaining Committee referred to above shall be set forth in a Supplemental Agreement between the local Management and Local Union of each plant. (Emphasis supplied.)

Therefore, not only does the National Agreement not prohibit the establishment of local grievance committees in addition to the Shop Bargaining Committee, it specifically allows for such committees.⁹

In summary, I find the Respondent's defenses unavailing. Accordingly, I conclude that, since on and after April 11, 2002, the Respondent has violated Section 8(a)(5) by unilaterally repudiating its obligations to meet with the Skilled Trades Committee for the purposes of entertaining and processing grievances.¹⁰ I further find and conclude that the Respondent violated Section 8(a)(1) when Combs, on April 16, threatened Barber and other employees with unspecified reprisals if they continued to attempt to assert their Section 7 right to file and process grievances under the existing collective-bargaining agreements.

On these findings of fact and conclusions of law, and on the entire record, I issue the following recommended¹¹

ORDER

The Respondent, Arvinmeritor, Inc., of Newark, Ohio, its officers, agents, successors and assigns, shall

1. Cease and desist from

(a) Threatening employees with unspecified reprisals if they attempt to file or process grievances under the collective-bargaining agreements existing between the Respondent and International Union, United Automobile Aerospace & Agricultural Implement Workers of America, Local No. 1037 (the

⁸ As well, the arbitration decisions that the Respondent proffers on brief involve cases where there was no apparent issue of a past practice, or no past practice was proven, or a new contract had altered a past practice, or the past practice violated a clear contractual mandate.

⁹ The Respondent called its chief 2000 negotiator to give his interpretation of Section N-9a. That interpretation, upon which the Respondent relies on brief, was entirely self-serving and, at any rate, hardly has the force of law.

¹⁰ Because the Respondent's repudiation of its obligations to continue to meet with the Skilled Trades Committee represents a rejection of the collective bargaining principles of Section 8(d), deferral to the contractual grievance and arbitration process under *Collyer Insulated Wire*, 192 NLRB 837 (1971) is not, as the Respondent further argues, appropriate. See *United States Postal Service*, 302 NLRB 767 (1991) (deferral inappropriate where employer denies being bound by contractual agreement).

¹¹ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

Union).

(b) Unilaterally repudiating past practices or collective-bargaining agreements existing between the Respondent and the Union by refusing to meet the Skilled Trades Committee for the purposes of entertaining and processing the grievances of the Respondent's skilled trades employees.

(c) In any like or related manner interfering with, restraining, or coercing employees in the exercise of the rights guaranteed them by Section 7 of the Act.

2. Take the following affirmative actions necessary to effectuate the policies of the Act.


(a) On request, bargain collectively with the Union as the exclusive representative of all employees in the following appropriate unit with regard to rates of pay, hours of employment, and other terms and conditions of employment, and, if an understanding is reached, embody such understanding in a signed agreement:

All production and maintenance employees set forth in Article I – Recognition, N-1 through N-3, as listed and described in Appendix A of the National Collective Bargaining Agreement which is effective by its terms from July 19, 2000 to September 30, 2003.

(b) Within 14 days after service by the Region, post at its Newark, Ohio, facility copies of the attached notice marked "Appendix."¹² Copies of the notice, on forms provided by the Regional Director for Region 8, after being signed by the Respondent's authorized representative, shall be posted by the Respondent immediately upon receipt and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since April 11, 2002, the approximate date of the first unfair labor practice found herein.

(c) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated at Washington, D.C. July 29, 2003


David L. Evans
Administrative Law Judge

¹² If this Order is enforced by a judgment of the United States Court of Appeals, the words in the notice reading "POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD" shall read "POSTED PURSUANT TO A JUDGMENT OF THE UNITED STATES COURT OF APPEALS ENFORCING AN ORDER OF THE NATIONAL LABOR RELATIONS BOARD."

APPENDIX

**NOTICE TO EMPLOYEES
POSTED BY ORDER OF THE NATIONAL LABOR RELATIONS BOARD (the Board)
An Agency of the United States Government**

The National Labor Relations Board has found that we violated the National Labor Relations Act and has ordered us to post and abide by this notice.

**FEDERAL LAW
SECTION 7 OF THE NATIONAL LABOR RELATIONS ACT
GIVES YOU THE RIGHT TO**

Form, join or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT threaten you with unspecified reprisals if you attempt to file or process grievances under the collective-bargaining agreements existing between us and International Union, United Automobile Aerospace & Agricultural Implement Workers of America, Local No. 1037 (the Union).

WE WILL NOT unilaterally repudiate past practices or collective-bargaining agreements existing between us and the Union by refusing to meet with the Skilled Trades Committee for the purposes of entertaining and processing the grievances of our skilled trades employees.

WE WILL NOT in any like or related manner interfere with, restrain or coerce you in the exercise of rights guaranteed to you by Section 7 of the National Labor Relations Act.

ARVINMERITOR, INC.

Dated: _____ By: _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov.

1240 East 9th Street, Federal Building, Room 1695, Cleveland, OH 44199-2086
(216) 522-3716, Hours: 8:15 a.m. to 4:45 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE
THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF
POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER
MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS
PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE
OFFICER, (216) 522-3723.